

3. Defendant, Jordan Uhn Suh Park (“Jordan”) is a citizen of Maryland who resides at 813 Fairway Ave, Catonsville, MD 21228.

4. Defendants John/Jane Doe 1-10 are fictitious individuals, entities, partnerships, corporations, companies, etc., whose true identities are currently unknown to Plaintiff, who are liable in some manner to Plaintiff. Plaintiff will seek leave to amend its complaint to identify the Does when it learns their true identities through discovery.

5. Defendants John/Jane Doe Companies, Corporations, Partnerships 1-10 are fictitious corporations, partnerships, businesses, LLCs, LLPs, sole proprietorships, and/or other corporate entities, whose true identities are currently unknown to Plaintiff, who are liable in some manner to Plaintiff. Plaintiff will seek leave to amend its complaint to identify the Does when it learns their true identities through discovery.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction pursuant to 28 USC § 1332 because there is diversity of citizenship among the parties and the amount in controversy exceeds \$75,000.00.

7. Venue is proper in this Court pursuant to 28 USC § 1391(a), as this Court is within a judicial district to which a substantial part of the events and actions giving rise to Tesla’s claim occurred.

STATEMENT OF RELEVANT FACTS

8. Tesla engages in the business of manufacturing and selling vehicles pursuant to order requests submitted by consumers.

9. On or about November 22, 2022, Defendants placed an electronic order, through Tesla’s online platform, to purchase a 2023 Model S.

10. On or about December 7, 2022, Tesla delivered the 2023 Model S to the Baltimore-Owings Mills Tesla dealership pursuant to Defendants' electronic order of the 2023 Model S.

11. On or about December 7, 2022, Defendant Nakyung signed a Retail Installment Sale Contract ("2023 Model S RISC"), attached hereto as Exhibit A, and agreed, among other things, to buy the 2023 Model S on credit and to make monthly payments pursuant to the 2023 Model S RISC. The total sale price under the 2023 Model S RISC is \$176,803.97.

12. Per the 2023 Model S RISC, Defendant Nakyung was required to make a down payment for the 2023 Model S in the amount of \$119,266.61 upon delivery of the 2023 Model S and she was to make subsequent monthly payments in the amount of \$799.13, which such payments were scheduled to begin on January 21, 2023.

13. The 2023 Model S RISC states "You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Sell – Creditor (sometimes "we" or "us" in this contract), or, upon assignment, the assignee of this contract, the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract". The 2023 Model S RISC also entitles Tesla to attorney's fees.

14. On or about December 7, 2022, Defendants submitted a down payment, pursuant to the 2023 Model S RISC, from a Wells Fargo checking account ending in -5175 under the name of Wha Ja in the amount of \$119,016.61. On or about December 8, 2022, this payment was declined.

15. On or about December 7, 2022, Defendants accepted delivery of the 2023 Model S pursuant to the 2023 Model S RISC.

16. Tesla notified Defendants that the down payment was declined and that Defendants were required to re-submit the down payment pursuant to the 2023 Model S RISC.

17. On or about December 22, 2022, Defendants submitted a second payment from a US Bank checking account ending in -2768 under the name of MK Tile Contractors in the amount of \$119,016.61. On or about December 23, 2022, this payment was declined due to insufficient funds.

18. Tesla notified Defendants that the down payment was still unpaid and such payment was due pursuant to the 2023 Model S RISC. Tesla also informed Defendants that payment was to be made via wire transfer immediately to avoid repossession of the vehicle.

19. On or about January 5, 2023, Defendant Jordan communicated to Tesla that a cashier's check for the down payment had been sent, which Defendant Jordan indicated that the cashier's check was sent via USPS, tracking #9500 1132 2535 3004 9973 74.

20. On or about January 10, 2023, Tesla received a check from Defendants, check #4597, with the name of K&S Tile Contractors, Inc. from a SunTrust Bank Account in the amount of \$119,016.61. On or about January 19, 2023, the check was returned for insufficient funds.

21. Tesla notified Defendants that the down payment was still unpaid and such payment was due pursuant to the 2023 Model S RISC. Tesla also informed Defendants that payment could only be accepted via wire transfer or a cashier's check.

22. On or about January 20, 2023, Defendant Jordan communicated to Tesla that payment would be sent via wire transfer and Defendant Jordan indicated in his email to Tesla that "wire confirmation #S8UH5WDRR give it about some hours and should be good[sic]". However, Tesla never received such wire transfer from Defendants.

23. Following Defendants' failure to make the required payments pursuant to the 2023 Model S RISC, Tesla began the procedure for repossessing the 2023 Model S. During this process, Tesla became aware that Defendant Jordan had sold the 2023 Model S to a third-party in December 2022 for \$100,000. The 2023 Model S was subsequently transported to Canada. To date, the 2023 Model S has not been recovered.

24. Defendants have not paid any of the required payments pursuant to 2023 Model S RISC despite having accepted delivery of the 2023 Model S. To date, Tesla has not received any payments from Defendants pursuant to the 2023 Model S RISC.

25. To date, Defendants owe Tesla \$168,529.15 pursuant to the 2023 Model S RISC.

26. On or about December 6, 2022, Defendants placed a second electronic order, through Tesla's online platform, for a 2023 Model X.

27. On or about December 19, 2022, Tesla delivered the 2023 Model X to the Baltimore-Owings Mills Tesla dealership pursuant to Defendants' electronic order of the 2023 Model X.

28. On or about December 19, 2022, Defendant Nakyung signed the Motor Vehicle Purchase Agreement ("2023 Model X Purchase Agreement"), attached hereto as Exhibit B, agreeing, among other things, to purchase the 2023 Model X. Under the 2023 Model X Purchase Agreement, Defendant Nakyung agreed to pay \$172,489.15 upon delivery of the 2023 Model X.

29. On or about December 19, 2022, Defendants submitted a payment from a Wells Fargo checking account ending in -5175 under the name of Wha Ja in the amount of \$172,239.15 pursuant to the 2023 Model X Purchase Agreement. On or about December 20, 2023, this payment was declined.

30. On or about December 19, 2022, Defendant Nakyung accepted delivery of the 2023 Model X pursuant to the 2023 Model X Purchase Agreement. Defendant Nakyung signed the Delivery Declaration agreeing that she took delivery of the 2023 Model X on or about December 19, 2022.

31. Tesla notified Defendants that the payment submitted was declined and that payment was due pursuant to the 2023 Model X Purchase Agreement.

32. On or about December 30, 2022, Defendants submitted a second payment of \$172,239.15 from a Bank of America checking account ending in -0242 under the name of Cho Hyong Lae. This payment cleared, but later bounced in February. Tesla became aware that the account used by Defendants was registered to a church and that such purchase was not authorized.

33. Tesla notified Defendants that the payment submitted was declined and that payment was due pursuant to the 2023 Model X Purchase Agreement.

34. Following Defendants' failure to make the required payment pursuant to the 2023 Model X Purchase Agreement, Tesla began the process for repossessing the 2023 Model X. During this process, Tesla became aware that Defendant Jordan had sold the 2023 Model X to a third party.

35. Defendants have not submitted the required payment for the 2023 Model X pursuant to the 2023 Model X Purchase Agreement despite accepting delivery of the 2023 Model X. To date, Tesla has not received any payments from Defendants pursuant to the 2023 Model S Purchase Agreement.

36. To date, Defendants owe Tesla \$172,239.155 pursuant to the 2023 Model X Purchase Agreement.

37. On or about January 13, 2023, Defendants placed a third electronic order, through Tesla's online platform, for a 2022 Model S.

38. On or about January 20, 2023, Tesla delivered the 2022 Model S to the Baltimore-Owings Mills Tesla dealership pursuant to Defendants' electronic order of the 2022 Model S.

39. On or about January 20, 2023, Defendant Nakyung signed the Motor Vehicle Purchase Agreement ("2022 Model S Purchase Agreement"), attached hereto as Exhibit C, agreeing, among other things, to purchase the 2022 Model S. Under the 2022 Model S Purchase Agreement, Defendant Nakyung agreed to pay \$131,421.55 upon delivery of the 2022 Model S.

40. On or about January 20, 2023, Defendants submitted a payment from a Wells Fargo checking account ending in -5175 under the name of Wha Ja in the amount of \$130,421.55. This payment was declined on or about January 23, 2023.

41. On or about January 20, 2023, Defendant Nakyung accepted delivery of the 2022 Model S pursuant to the 2022 Model S Purchase Agreement. Defendant Nakyung signed the Delivery Declaration agreeing that she took delivery of the 2022 Model S on or about January 20, 2023.

42. Tesla notified Defendants that the payment submitted was declined and that payment was due pursuant to the 2022 Model S Purchase Agreement.

43. Following Defendants' failure to make the required payment pursuant to the 2022 Model S Purchase Agreement, Tesla began the process for repossessing the 2022 Model S. During this process, Tesla became aware that Defendant Jordan had sold the 2022 Model S to a third party who is located in California. The third party agreed to pay Tesla \$86,590.00 for the 2022 Model S since the 2022 Model S was purchased without title. Upon payment from the third party, Tesla transferred the title of the 2022 Model S.

44. Defendants have not submitted the required payment for the 2022 Model S pursuant to the 2022 Model S Purchase Agreement despite accepting delivery of the 2022 Model S. To date, Tesla has not received any payments from Defendants pursuant to the 2022 Model S Purchase Agreement.

45. To date, Defendants owe Tesla \$43,831.55 pursuant to the 2022 Model S Purchase Agreement.

46. On or about January 12, 2023, Defendants placed a fourth electronic order, through Tesla's online platform, for a second Model X. Tesla cancelled this order prior to the vehicle being delivered to Defendants.

COUNT 1 – BREACH OF CONTRACT AS TO DEFENDANT NAKYUNG
As to the 2023 Model S RISC

47. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 46 about, as if fully set forth herein:

48. The 2023 Model S RISC is a contractual agreement between Tesla and Defendant Nakyung in which Defendant Nakyung agreed to make a down payment of \$119,266.61 upon delivery of the 2023 Model S and to make the subsequent monthly payments beginning January 1, 2023.

49. Defendant Nakyung breached the 2023 Model S RISC by failing to make the required down payment of \$119,266.61 when she took delivery of the 2023 Model S.

50. Defendant Nakyung breached the 2023 Model S RISC by providing Tesla with false, incomplete and misleading financial information on three separate occasions.

51. Defendant Nakyung breached the 2023 Model S RISC by failing to make any of the required monthly payments that were scheduled to begin on January 1, 2023.

52. Defendant Nakyung breached the implied covenant of good faith and fair dealing by providing Tesla on three separate occasions with false, incomplete, and misleading financial information.

53. Tesla fully performed its obligations under the 2023 Model S RISC.

54. Tesla has been damaged by Defendant Nakyung's failure to make any of the payments required under the 2023 Model S RISC.

55. Tesla has been unable to recover the 2023 Model S and has not received any payment for the 2023 Model S.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendant Nakyung Park in the amount of \$176,803.97 plus interest, costs, attorney's fees and incidental and consequential damages.

As to the 2023 Model X Purchase Agreement

56. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 55 about, as if fully set forth herein:

57. The 2023 Model X Purchase Agreement is a contractual agreement between Tesla and Defendant Nakyung in which Defendant Nakyung agreed to pay \$172,489.15 upon delivery of the 2023 Model X.

58. Defendant Nakyung breached the 2023 Model X Purchase Agreement by failing to pay the required purchase price for the 2023 Model X upon delivery of such.

59. Defendant Nakyung breached the 2023 Model X Purchase Agreement by providing Tesla with false, incomplete and misleading financial information on two separate occasions.

60. Defendant Nakyung breached the implied covenant of good faith and fair dealing by providing Tesla on two separate occasions with false, incomplete, and misleading financial information.

61. Tesla fully performed its obligations under the 2023 Model X Purchase Agreement.

62. Tesla has been damaged by Defendant Nakyung's failure to make the requirement payment of the purchase price for the 2023 Model X pursuant to the 2023 Model X Purchase Agreement.

63. Tesla has been unable to recover the 2023 Model S and has not received any payment for the 2023 Model X.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendant Nakyung Park in the amount of \$172,489.15 plus interest, costs, and incidental and consequential damages.

As to the 2022 Model S Purchase Agreement

64. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 63 about, as if fully set forth herein:

65. The 2022 Model S Purchase Agreement is a contractual agreement between Tesla and Defendant Nakyung in which Defendant Nakyung agreed to pay \$131,421.55 upon delivery of the 2022 Model S.

66. Defendant Nakyung breached the 2022 Model S Purchase Agreement by failing to pay the required purchase price for the 2022 Model S upon delivery of such.

67. Defendant Nakyung breached the 2022 Model S Purchase Agreement by providing Tesla with false, incomplete and misleading financial information.

68. Defendant Nakyung breached the implied covenant of good faith and fair dealing by providing Tesla with false, incomplete, and misleading financial information.

Tesla fully performed its obligations under the 2022 Model S Purchase Agreement.

69. Tesla has been damaged by Defendant Nakyung's failure to make the requirement payment of the purchase price for the 2022 Model S pursuant to the 2022 Model S Purchase Agreement.

70. Tesla has been unable to recover the 2022 Model S and has only received partial payment for the 2022 Model S from a third party in the amount of \$86,590.00. There is still the unpaid balance of \$43,831.55 for the 2022 Model S.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendant Nakyung Park in the amount of \$43,831.55 plus interest, costs, and incidental and consequential damages.

COUNT II — FRAUD
As to the 2023 Model S RISC

71. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 70 about, as if fully set forth herein:

72. Defendants falsely represented to Tesla that they would provide Tesla with complete and accurate payments upon delivery of the 2023 Model S pursuant to the 2023 Model S RISC.

73. Defendants falsely represented to Tesla that the required payments under the 2023 Model S RISC would be paid upon delivery of the 2023 Model S and in accordance with the 2023 Model S RISC.

74. Defendants falsely represented, on multiple occasions, to Tesla that the required payments for the 2023 Model S would be paid subsequent to them accepting delivery of the 2023

Model S. Defendants made these representations knowing the 2023 Model S had already been sold to a third party.

75. Defendants had no intention of providing complete and accurate payments to Tesla at the time Defendant Nakyoung entered into the 2023 Model S RISC with Tesla.

76. Defendants had no intention of providing complete and accurate payments to Tesla for the 2023 Model S at any point.

77. Defendants' representations were made to defraud Tesla and to induce Tesla into delivering the 2023 Model S.

78. Defendants' representations were made to defraud Tesla so that they could sell the 2023 Model S and profit off the sale.

79. Tesla relied upon Defendants' representations when it decided to enter into the 2023 Model S RISC with Defendant Nakyoung.

80. Tesla relied upon Defendants' representations when it delivered the 2023 Model S.

81. Tesla relied upon Defendants' representations that Defendants would make the required payments subsequent to Defendants accepting delivery of the 2023 Model S.

82. Tesla reasonably relied upon Defendants assurances of payment upon Tesla delivering the 2023 Model S.

83. Tesla reasonably relied upon Defendants assurances of payment subsequent to Defendants accepting delivery of the 2023 Model S.

84. Defendants had no intention of paying Tesla for the 2023 Model S at the time that Defendant Nakyoung induced Tesla into delivering the 2023 Model S. It was Defendants intention to induce Tesla into delivering the 2023 Model S so that Defendants could sell the vehicle to a third party and profit off of such sale.

85. Defendants knew at the time they accepted delivery of the 2023 Model S that the payment submitted were false, incomplete, fraudulent, and incomplete. Defendants submitted such payment with the intent to defraud and deceive Tesla into delivering the 2023 Model S.

86. Defendants knew at the time they submitted the payments subsequent to accepting delivery of the 2023 Model S that the payments submitted were false, incomplete, fraudulent, and incomplete. Defendants submitted such payments with the intent to defraud and deceive Tesla as they had already sold the 2023 Model S to a third party.

87. Tesla has been damaged as a result of Defendants' misrepresentations.

88. All such misrepresentations made by Defendants were made with actual malice.

89. As a direct result of Defendants' misconduct, Tesla has been unable to recover the 2023 Model S and has not received any payments pursuant to the 2023 Model S RISC.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendants, in the amount of \$176,803.97 plus interest, costs, attorney's fees and incidental and consequential damages.

As to the 2023 Model X Purchase Agreement

90. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 89 about, as if fully set forth herein:

91. Defendants falsely represented to Tesla that they would provide Tesla with complete and accurate payment upon delivery of the 2023 Model X pursuant to the 2023 Model X Purchase Agreement.

85. Defendants falsely represented to Tesla that the purchase price, under the 2023 Model X Purchase Agreement would be paid in accordance with the 2023 Model X Purchase Agreement upon delivery of the 2023 Model X.

86. Defendants falsely represented, on multiple occasions, to Tesla that the required payments for the 2023 Model X would be paid subsequent to them accepting delivery of the 2023 Model X. Defendants made these representations knowing the 2023 Model X had or would be sold to a third party for profit.

87. Defendants had no intention of providing complete and accurate payment at the time Defendant Nakyung entered into the 2023 Model X Purchase Agreement with Tesla.

88. Defendants had no intention of providing complete and accurate payments to Tesla for the 2023 Model X at any point.

89. Defendants' representations were made to defraud Tesla and to induce Tesla into delivering the 2023 Model X to her.

90. Defendants' representations were made to defraud Tesla so that they could sell the 2023 Model S and profit off the sale.

91. Tesla relied upon Defendants' representations when it decided to enter into the 2023 Model X Purchase Agreement with Defendant Nakyung.

92. Tesla relied upon Defendants' representations when it delivered the 2023 Model.

93. Tesla relied upon Defendants' representations that Defendants would make the required payments subsequent to Defendants accepting delivery of the 2023 Model X.

94. Tesla reasonably relied upon Defendants assurances of payment upon Tesla's delivery of the 2023 Model X.

95. Tesla reasonably relied upon Defendants assurances of payment subsequent to Defendants accepting delivery of the 2023 Model X.

96. Defendants had no intention of paying Tesla for the 2023 Model X at the time that Defendant Nakyung induced Tesla into delivering the 2023 Model X. It was Defendants' intention

to induce Tesla into delivering the 2023 Model X so that Defendants could sell the vehicle to a third party and profit off of such sale.

97. Defendants knew at the time they took delivery of the 2023 Model X that the payments submitted were false, incomplete, fraudulent, and incomplete. Defendants submitted such payment with the intent to defraud and deceive Tesla into delivering the 2023 Model X.

98. Defendants knew at the time they submitted the payments subsequent to accepting delivery of the 2023 Model X that the payments submitted were false, incomplete, fraudulent, and incomplete. Defendants submitted such payments with the intent to defraud and deceive Tesla as they had already sold or planned to sell the 2023 Model S to a third party for profit.

99. Tesla has been damaged as a result of Defendants' misrepresentations.

100. All such misrepresentations made by Defendants were made with actual malice.

101. As a direct result of Defendants' misconduct, Tesla has been unable to recover the 2023 Model X and has not received payment for the 2023 Model X pursuant to the 2023 Model X Purchase Agreement.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendants, in the amount of \$172,489.15 plus interest, costs, and incidental and consequential damages.

As to the 2022 Model S Purchase Agreement

102. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 101 about, as if fully set forth herein:

103. Defendants falsely represented to Tesla that they would provide Tesla with complete and accurate payments for the 2022 Model S pursuant to the 2022 Model S Purchase Agreement.

104. Defendants falsely represented to Tesla that the purchase price, under the 2022 Model S Purchase Agreement, would be paid in accordance with the 2022 Model S Purchase Agreement upon delivery of the 2022 Model S.

105. Defendants falsely represented to Tesla that the required payments for the 2022 Model S would be paid subsequent to them accepting delivery of the 2022 Model S. Defendants made these representations knowing the 2022 Model S had or would be sold to a third party for profit.

106. Defendants had no intention of providing complete and accurate payment at the time Defendant Nakyoung entered in the 2022 Model S Purchase Agreement with Tesla.

107. Defendants had no intention of providing complete and accurate payments to Tesla for the 2022 Model S at any point.

108. Defendants' representations were made to defraud Tesla and to induce Tesla into delivering the 2022 Model S.

109. Defendants' representations were made to defraud Tesla so that they could sell the 2022 Model S and profit off the sale.

110. Tesla relied upon Defendants' representations when it decided to enter into the 2022 Model S Purchase Agreement with Defendant Nakyoung.

111. Tesla relied upon Defendants' representations when it delivered the 2022 Model S.

112. Tesla relied upon Defendants' representations that Defendants would make the required payments subsequent to Defendants accepting delivery of the 2022 Model S.

113. Tesla reasonably relied upon Defendants' assurances of payment upon Tesla's delivery of the 2022 Model S.

114. Tesla reasonably relied upon Defendants assurances of payment subsequent to Defendants accepting delivery of the 2022 Model S.

115. Defendants had no intention of paying Tesla for the 2022 Model S at the time that Defendant Nakyung induced Tesla into delivering the 2022 Model S. It was Defendants' intention to induce Tesla into delivering the 2022 Model S so that Defendants could sell the vehicle to a third party and profit off of such sale.

116. Defendants knew at the time they took delivery of the 2022 Model S that the payment submitted was false, incomplete, fraudulent, and incomplete. Defendant Nakyung submitted such payment with the intent to defraud and deceive Tesla into delivering the 2022 Model S.

117. Defendants knew at the time they submitted the payment for the 2023 Model S that the payment submitted was false, incomplete, fraudulent, and incomplete. Defendants submitted such payments with the intent to defraud and deceive Tesla as they could sell the 2022 Model S to a third party.

118. Tesla has been damaged as a result of Defendants' misrepresentations.

119. All such misrepresentations made by Defendants were made with actual malice.

120. As a direct result of Defendants' misconduct, Tesla has been unable to recover the 2022 Model S and has not received full payment for the 2022 Model S pursuant to the 2022 Model S Purchase Agreement.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendants, in the amount of \$43,831.55 plus interest, costs, and incidental and consequential damages.

COUNT III – CONSPIRACY TO COMMIT FRAUD AS TO ALL DEFENDANTS

121. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 120 about, as if fully set forth herein:

122. Defendants entered into an agreement among themselves to defraud Tesla.

123. Defendants entered into an agreement and understanding among themselves to give false representations about Defendant Nakyung's financial ability to purchase vehicles from Tesla, with the intent to defraud Tesla and induce Tesla to deliver the 2023 Model S, the 2023 Model X, and the 2022 Model S ("the subject vehicles") so that Defendants, collectively, could sell the vehicles and profit off the sale proceeds.

124. To achieve their agreement and understanding, Defendant Nakyung entered into the 2023 Model S RISC, the 2023 Model X Purchase Agreement, and the 2022 Model S Purchase Agreement ("the subject agreements") in order to induce and deceive Tesla into delivering the vehicles to Defendant Nakyung.

125. To achieve their agreement and understanding, Defendants provided Tesla with false, incomplete, and misleading financial information on multiple occasions to cover up the fact that Defendants had no intention of paying Tesla for the vehicles.

126. To achieve their agreement and understanding, Defendant Jordan sold the subject vehicles to third parties for a profit, which total profit is estimated to be in excess of \$100,000.

127. Consistent with their agreement and understanding, Defendants have defrauded Tesla and Defendants have profited off the sale of the subject vehicles.

128. Tesla has been damaged by Defendants' agreement and understanding and their coordinated conduct by, without limitation, (1) Defendant Nakyung's failure to pay for the subject vehicles, (2) causing Tesla to incur costs and expenses in attempting to recover the subject

vehicles, (3) causing Tesla to be unable to recover the subject vehicles, and (4) causing Tesla to loss profits as to the subject vehicles.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendants, jointly and severally, in excess of \$75,000 plus interest, costs, punitive damages and incidental and consequential damages.

COUNT IV—UNJUST ENRICHMENT AS TO DEFENDANT JORDAN

129. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 128 about, as if fully set forth herein:

130. Tesla conferred a benefit upon Defendant Jordan in the form of providing the subject vehicles, for which Tesla has not been paid.

131. Defendant Jordan communicated with Tesla regarding the unpaid payments for the subject vehicles and Defendant Jordan even communicated to Tesla that payments for the subject vehicles were going to be provided, and therefore, Defendant Jordan was clearly aware of the benefit.

132. Despite his knowledge that the subject vehicles remained unpaid, Defendant Jordan sold the subject vehicles to third parties and profited off such sales. Defendant Jordan profited at minimum \$100,000 for the subject vehicles.

133. Tesla has not received any payments for the subject vehicles.

134. It would be inequitable for Defendant Jordan to retain the benefit of the proceeds from the sales of the subject vehicles, a benefit Tesla conferred upon Defendant Jordan by providing the subject vehicles, without paying Tesla the unpaid balance for the subject vehicles.

WHEREFORE, Tesla requests this Court enter a money judgment against Defendant Jordan, for the unpaid balance for the subject vehicles in the amount of \$393,124.67 plus pre-judgment interest, post judgment interest, court costs, and for such other and further relief as this Court deems just and equitable under the facts of this case.

COUNT V— CONVERSION

135. Tesla hereby incorporates by reference all allegations set forth in paragraphs 1 through 134 about, as if fully set forth herein:

136. Under the subject agreements, Defendant Nakyoung was required to pay Tesla the sale prices of the subject vehicles.

137. Tesla contacted Defendants on several occasions notifying Defendants that Tesla had not received the required payments for the subject vehicles.

138. Tesla was entitled to retake the subject vehicles for Defendants' failure to pay the required sales prices of the subject vehicles pursuant to the subject agreements.

139. Despite Defendants failing to pay the sales prices of the subject vehicles, Defendants have not returned the subject vehicles to Tesla.

140. Tesla has been unable to retake the subject vehicles due to Defendants wrongly selling the subject vehicles to third parties.

141. Defendants, in failing to return the subject vehicles to Tesla, have wrongfully converted Tesla's property.

142. Defendants have wrongfully converted Tesla's property and have wrongfully sold Tesla's property for profit. Tesla is entitled to any profits realized from the sale of Tesla's property.


WHEREFORE, Tesla requests this Court enter a judgment against Defendants for damages, court costs, and for such other and further relief as this Court deems just and equitable under the facts of this case.

CONCLUSION

WHEREFORE, Tesla respectfully requests that it be awarded judgment against Defendants for compensatory damages in the amount of \$393,124.67, plus a monetary judgment in excess of \$75,000, plus punitive damages, together with pre and post-judgment interest, plus attorney's fees and court costs, and for such other and further relief as this Court deems just and equitable under the facts of this case.

Respectfully submitted,

LAVIN, CEDRONE, GRAVER, BOYD & DISIPIO

BY:  _____
Gerard Cedrone, Esquire
190 N. Independence Mall West, Suite 500
Philadelphia, PA 19106
(215) 627-0303
gcedrone@lavin-law.com
Attorney for Plaintiff, Tesla Motors Inc.

DATED: December 15, 2023